

LEASE FOR CONSTRUCTION PURPOSES

This Lease is executed in duplicate effective as of _____, 20____, between **Brighton School District No. 27J, a Colorado School District** ("Lessor"), and **Metro Wastewater Reclamation District** (the "District" or "Lessee"), whose address is 6450 York Street, Denver, Colorado 80229.

FOR AND IN CONSIDERATION of the sum of three hundred seventy two dollars (\$372.00) and the mutual promises and undertakings herein set forth, the parties agree as follows:

1. Lessor hereby leases to the District, its successors, authorized permittees and assigns, that property located in the County of Adams, State of Colorado, described on Exhibit A attached hereto and incorporated herein by reference (the "Property") for the following purposes: excavating and moving earth, dewatering treatment, storing materials, supplies, excavated materials, and equipment, surface access for District equipment and personnel, and for such other purposes as the District deems necessary in connection with its acquisition, construction and installation of a wastewater pipeline and related appurtenances. For the purposes of this Lease, the term "District" includes its contractors and other authorized permittees, agents and representatives.

2. The term of this Lease shall be for six (6) consecutive months commencing fourteen (14) days after the District mails a Notice of Commencement to Lessor at Lessor's address given below and expiring six (6) months later, provided that such term shall terminate no later than December 31, 2022. The District may select the exact starting date in May of 2022 for the 6-month lease term. The majority of construction activities will be scheduled to take place when school is not in session however miscellaneous staging and restoration work may occur outside of this period. The District shall pay Lessor a rental of \$372.00 for the entire six (6) month term, in advance, at the time the Notice of Commencement is given. If District operations on the Property are not completed within the time specified above, it may hold over for such additional time not to exceed six (6) additional months as is reasonably necessary to complete said operations, at a rental rate of 1.2 times the semi-annual rental rate specified above, divided by six (6), pro-rated for each month, paid in advance. For the purposes of this Paragraph 2, the term "month" shall mean a calendar month.

3. The District shall have the right to remove any existing trees, bushes, shrubbery, undergrowth, as well as any personal property, fixture and other obstructions located on the Property interfering with the stated use of the Property during the term of its occupancy thereof.

4. The District shall have the right of ingress to and egress from the Property over and across adjoining lands of Lessor by means of roads and lanes thereon if such there be, otherwise by such route and routes as shall occasion the least practical damage and inconvenience to Lessor.

5. Upon the completion of construction, the District will restore the general surface of the Property and revegetate the Property with the same or similar plant materials, except crops and mature trees, existing prior to construction. Any infrastructure owned by Lessor disturbed during the term of this lease shall be restored to its original condition or better.

6. Subject to the Governmental Immunity Act limitations in this paragraph 6, Lessor warrants and agrees to defend Lessor's title to the Property so that the District may peaceably and quietly hold, enjoy, use and occupy the same during the term of this Lease without any hindrance,

interruption, ejection or molestation by Lessor or any other person claiming through Lessor. Grantor warrants that it has full right and lawful authority to make the grant herein contained and, to the extent permitted by law and without waiving the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, promises and agrees to defend the District in the exercise of its rights hereunder against any defect in its title to the Property, and against any defect in its right to make said grant. The individuals executing this Agreement on behalf of the Parties represent and warrant that they are duly authorized to do so.

7. The District shall be responsible and liable for any and all costs, claims and other expenses incurred for or related to the installation, construction, replacement, removal, ownership, operation, repair and use of the Facilities located within the Property except to the extent such costs, claims or other expenses are caused by the acts of Grantor, or its servants or agents. The District shall procure and maintain, or shall require its contractors to procure and maintain, adequate hazard and liability insurance policies for claims which may arise during the use of the Property. Grantor shall be added as an additional insured on such policies. Such coverage shall be procured from insurers authorized to do business in the State of Colorado. Upon request by Grantor, the District shall provide Grantor with certificates evidencing such insurance.

8. The benefits and burdens of this Lease shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

9. Should any one or more provisions of this Lease be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Lease, the intent being that the various sections and provisions hereof are severable.

10. This writing constitutes the whole agreement between the parties, and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

11. The following special provisions requested by Lessor are made a part of this Lease:

NONE

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LESSOR: BRIGHTON SCHOOL DISTRICT NO. 27J, a Colorado School District

By: _____

Title: _____

Lessor's Address:

Brighton School District No. 27J
Attn: Mr. Terrence Lucero
18551 E. 160th Ave.
Brighton, CO 80601

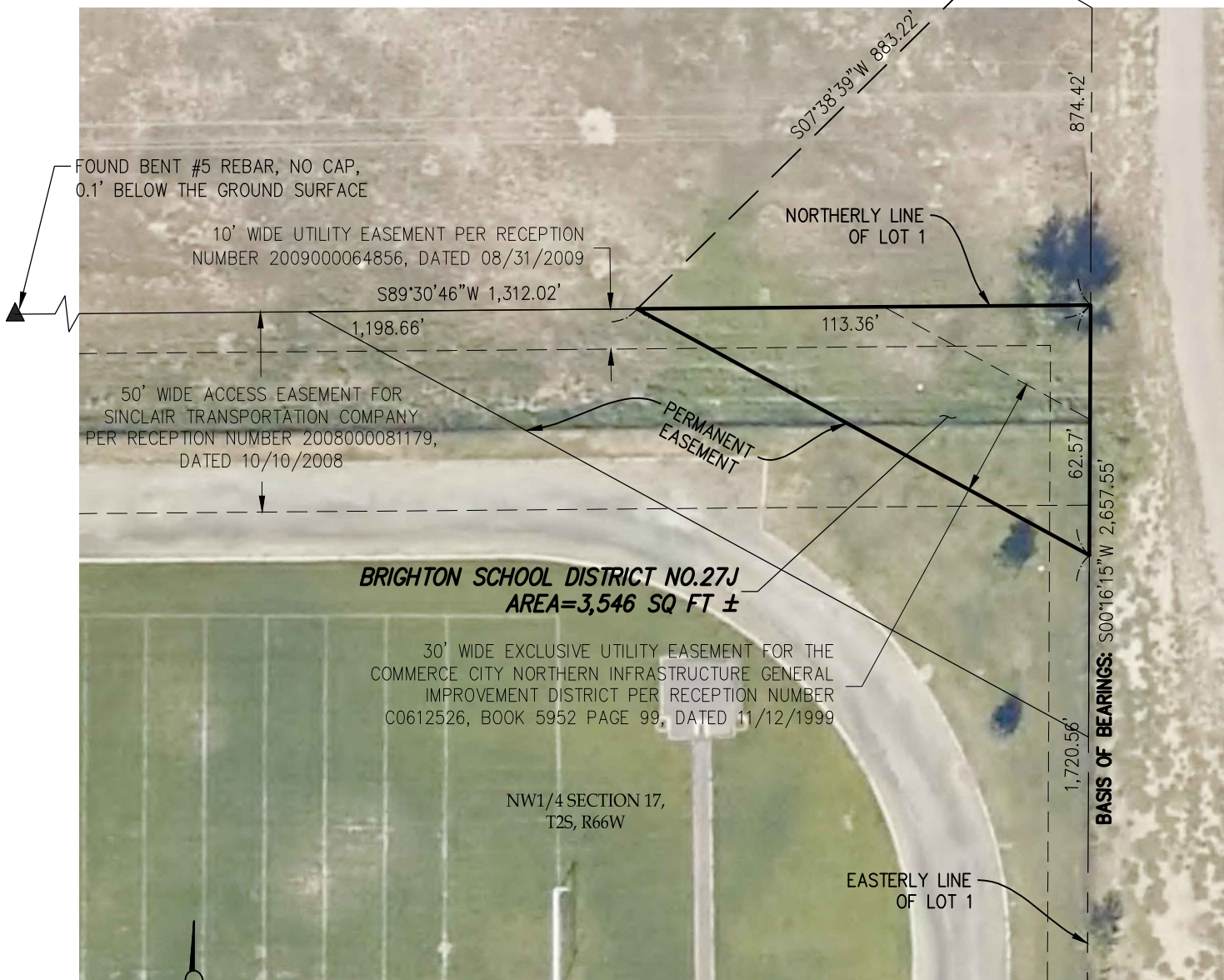
METRO WASTEWATER RECLAMATION DISTRICT

By: _____

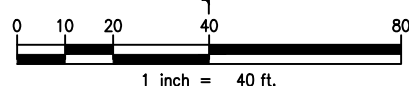
Title: _____

POINT OF COMMENCEMENT

NORTH 1/4 CORNER OF SECTION 17, T2S, R66W
 FOUND #6 REBAR WITH 3-1/4" DIA. ALUM. CAP,
 STAMPED "JR ENG, 2008, PLS 30099", PROJECTING
 0.5' ABOVE THE GROUND SURFACE IN A RANGE BOX

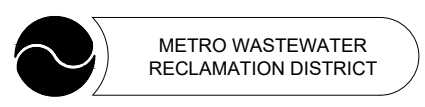


CENTER 1/4 OF SECTION 17, T2S, R66W
 FOUND #6 REBAR WITH 3-1/4" DIA. ALUM CAP,
 STAMPED "JOHNSTON ENG ASSOC, 1999, PLS
 25379", FLUSH WITH THE GROUND SURFACE



NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. ELZ
 Ckd. JSF
 App. JSF



TEMPORARY CONSTRUCTION EASEMENT
 Parcel SDIT-0281
 Second Creek Interceptor

DATE:
 07/03/2019
 DWG. NO.
 SDI-0281
 SH 1 OF 1